

Remarks

Claims 100-119 are pending. Claims 100-110 stand rejected. As only claims 100-110 are referred to in the Office Action Summary and in the Detailed Action, the Assignee presumes that claims 111-119 stand rejected as well under the references cited in the Office action. No claims are amended herein. The Assignee respectfully requests allowance of claims 100-119.

Claim Rejection Under 35 U.S.C. § 112

Claims 100 and 110 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement. More specifically, the Office action indicates that "[t]he specification fails to disclose the communications to and from first and second 'web-sites' as claimed. It would require undue experimentation for one of ordinary skill in the networking art at the time the invention was made to determine the details of 'web-sites.'" Pages 2 and 3 of the Office action. The Assignee respectfully traverses the rejection based on the following discussion.

Web-sites are well-known vehicles for transfer of many kinds of information, and hence communications, over the Internet. Such communications include audio files, video clips, search engine requests and results, product purchasing information, and the like. Further, thousands of web-sites, representing millions of web pages, are currently maintained just within the United States, many of them by self-taught World Wide Web enthusiasts maintaining such web-sites for their own personal enjoyment. In addition, the use of web-sites in the prior art for purchasing a calling card account is discussed in the background of the present application, beginning at page 2, line 28. Further, the communications involving the web-sites, such as the first communication account request and the first account code of claim 100, are discussed in the current application beginning at page 5, line 5.

Thus, web-sites utilized for "interacting with a first one of the end-users over the Internet, and in response, transferring a first communication account request over the Internet to an account server," as provided for in claim 100, for example, would not require undue, if any, experimentation by "one of ordinary skill" in the networking art in view of the present application. Claim 110 incorporates provisions similar to those of claim 100.

Thus, based on the foregoing, the Assignee asserts that the current specification enables

claims 100 and 110, and respectfully requests withdrawal of the 35 U.S.C. § 112 rejection.

Claim Rejection Under 35 U.S.C. § 103

Claims 100-110 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,185,545 to Resnick et al. (hereinafter "Resnick") in view of U.S. Patent Application Publication No. 2002/0046255 to Moore et al. (hereinafter "Moore"). As noted above, the Assignee assumes claims 111-119 are rejected as well in view of Resnick and Moore. The Assignee respectfully traverses the rejection on the basis of the following discussion.

System claim 100 provides, in part, "in a first one of the web-sites, ... transferring a first communication account request over the Internet to an account server...." Further, claim 100 provides "in the account server, validating the first web site in response to receiving the first communication account request, ... and transferring the first account code over the Internet to the first web site." Also, claim 100 provides "in the first web-site, transferring the first account code over the Internet to the first end-user, wherein the first end-user uses the first account code to obtain a first communication service from a communication service provider...." The Office action alleges that each of these limitations is provided for in Resnick, especially in Figs. 3 and 8; column 6, lines 5-26, 47-40, and 58-62; and column 7, lines 27-39. The Assignee respectfully disagrees with the allegation, as neither Resnick nor Moore teach or suggest these limitations.

Resnick

Generally, Resnick discloses a centralized system for payment of goods or services by way of an "intermediary account." Column 2, lines 15-17. End users of services, such as wireless telecommunications services, deposit money into the intermediary account, typically by way of a merchant point-of-sale, for the purpose of replenishing funds to be used for payment of the services. Column 2, lines 17-34. Electronic payments are then made from the intermediary account to the vendor of the services on behalf of the end user. Column 2, lines 35-38.

Resnick, however, does *not* disclose how the actual communication service is obtained. Resnick only discusses establishment or activation of the *intermediary account* (i.e., the payment account, which is separate from the end-user account with the service provider). For example, column 5, line 59, to column 6, line 47, in conjunction with Fig. 3, describes the method for establishing the intermediary account. Specifically, Resnick indicates that part of the method

involves the end-user "identify[ing] the customer (carrier) and/or the end-user account number" to a customer service application 70, which "communicates with the prepaid platform 112 to confirm or validate *the account number provided by the end-user*. ... Specifically, an account activation operation has the effect of associating the card number (the intermediary account identifier) with a selected prepaid platform (or other vendor) end-user account number." Column 6, lines 5-16 (emphasis supplied). In other words, the end-user already possesses the account number associated with the communication service. The discussion provided at column 7, lines 27-39 reinforces this point, as it describes account validation as "a transaction to verify that an end-user account number (e.g., a cell phone number) exists in the customer database," which "is performed when the end-user account number is being associated with the payment system (intermediary) account number." Column 7, lines 27-32. Thus, Resnick merely focuses on creating the intermediary account as a means of payment, and associating that account with the preexisting end-user account with the service vendor. Similarly, since the end-user already has an end-user service account number, such a first account code need not be transferred to the end-user. Also, any validation in Resnick is performed on the preexisting end-user account number, not a first web-site.

Thus, Resnick's method does not teach or disclose "in a first one of the web-sites, ... *transferring a first communication account request* over the Internet to an account server," and "in the account server, *validating the first web site* in response to receiving the first communication account request," and "in the first web-site, *transferring the first account code over the Internet to the first end-user*, wherein the first end user uses the first account code to *obtain a first communication service from a service provider*," as provided for in claim 100 (emphasis supplied). Claim 110 incorporates similar limitations. Thus, Resnick does not teach or suggest at least these particular provisions of claims 100 and 110, and such indication is respectfully requested.

Moore

Generally, Moore discloses an open network architecture system 100 which "is accessible via a network connection through the network 110, such as the Internet, for allowing a plurality of customers, such as individual end-users having a web browser, to ubiquitously access the system 100 for purchasing prepaid services and/or usage rights thereof, and managing and

viewing their prepaid online accounts, etc. in real-time. ... The system 100 is associated with one or more web-sites having corresponding URLs for enabling the plurality of customers to interface with the system 100 via the network 110." Paragraph [0026] and Fig. 1. Further, "[e]ach of the web-sites is maintained by web-site system hardware 120," which comprises part of the system 100 and performs the various functions of the system. Paragraph [0027] and Fig. 1. Thus, the end-users communicate with the web-site system hardware 120, which supplies the prepaid services. Therefore, Moore does not teach or disclose "in a first one of the web-sites, ... transferring a first communication account request over the Internet to an account server," as provided for in claim 100, and incorporated similarly into claim 110, since Moore does not disclose a website and an account server communicating over the Internet. Instead, the Moore web-site system hardware 120 may interact with users over the Internet, but does not use the Internet to communicate with an account server.

Moore also discusses allowing customers of outside system operators to utilize the system 100 by way of network hardware 180, such as a server and a gateway coupled to the web-site system hardware by way of a dedicated link, and hence not over the Internet. Paragraph [0041]. The network hardware 180 thus allows the operators to offer their own prepaid services by way of the system 100. Paragraph [0041]. In the same fashion as described above, the end-user interfaces "with the web-site system hardware 120 via a web-site associated with the website system hardware 120 and personalized for the outside system operator(s)." Paragraph [0042]. Moore also proposes hyperlinking the customer to the web-site system hardware 120 via the operator's own website. Paragraphs [0041] and [0044]. Hyperlinking thus brings the end-user in direct communication with the web-site system hardware 120. Therefore, in the case of an outside system operator, Moore does not teach or suggest communications between a web-site and an account manager, as provided for in claims 100 and 110 of the present application.

In addition, Moore does not teach or suggest "validating the first web site in response to receiving the first communication request," as the web-site system hardware 120 of Moore is incorporated within the system 100, and thus does not require validation.

Given the foregoing, the Assignee asserts that claims 100 and 110 are allowable in view of Resnick and Moore for at least the reasons provided above, and such indication is respectfully requested.

Claims 101-109 depend from independent claim 100, and claims 111-119 depend from independent claim 110, thus incorporating the provisions of their corresponding independent claims. Thus, the Assignee contends that claims 101-109 and 111-119 are allowable for at least the same reasons provided above regarding claims 100 and 110, and such indication is respectfully requested.

Therefore, in light of the reasons set forth above, the Assignee respectfully requests that the 35 U.S.C. § 103(a) rejection of claims 100-119 be withdrawn.

Conclusion

The prior art made of record in Form PTO-892 and not relied upon (i.e., U.S. Patent Application Publication No. 2003/0009439 to Lee) has been reviewed and is not considered to teach or suggest the current invention as claimed.

Based on the above remarks, the Assignee submits that claims 100-119 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 100-119.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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